

**UNPUBLISHED**

**UNITED STATES COURT OF APPEALS**

**FOR THE FOURTH CIRCUIT**

LIGHTBURN AND ASSOCIATES,  
INCORPORATED,  
Plaintiff-Appellee.

No. 97-1058

v.

RAPTOR SYSTEMS, INCORPORATED,  
Defendant-Appellant.

LIGHTBURN AND ASSOCIATES,  
INCORPORATED,  
Plaintiff-Appellant.

No. 97-1448

v.

RAPTOR SYSTEMS, INCORPORATED,  
Defendant-Appellee.

LIGHTBURN AND ASSOCIATES,  
INCORPORATED,  
Plaintiff-Appellee.

No. 97-1450

v.

RAPTOR SYSTEMS, INCORPORATED,  
Defendant-Appellant.

Appeals from the United States District Court  
for the District of Maryland, at Baltimore.  
William M. Nickerson, District Judge.  
(CA-95-576-WMN)

Argued: October 28, 1997

Decided: December 17, 1997

Before WILKINSON, Chief Judge, MURNAGHAN, Circuit Judge,  
and PHILLIPS, Senior Circuit Judge.

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Affirmed by unpublished per curiam opinion.

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## **COUNSEL**

**ARGUED:** Robert Todd Cronan, GOODWIN, PROCTOR & HOAR, L.L.P., Boston, Massachusetts, for Appellant. Matthew Scott Sturtz, MILES & STOCKBRIDGE, P.C., Baltimore, Maryland, for Appellee.

**ON BRIEF:** Steven E. Skwara, GOODWIN, PROCTOR & HOAR, L.L.P., Boston, Massachusetts, for Appellant. Jefferson V. Wright, Joseph W. Hovermill, MILES & STOCKBRIDGE, P.C., Baltimore, Maryland, for Appellee.

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Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

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## **OPINION**

### **PER CURIAM:**

Lightburn and Associates, Inc. ("LAI") sued Raptor Systems, Inc. ("Raptor"), alleging that Raptor hindered sales to two potential LAI customers. Raptor counterclaimed, alleging that as a reseller of Raptor's products LAI failed diligently to promote sales and prejudiced Raptor's own sales efforts. The district court granted Raptor summary judgment on LAI's claims, refusing to attribute LAI's loss of potential business to Raptor. The court found that one sale never took place because the prospective purchaser independently decided it did not need the products LAI offered and that the other potential customer refused to contract with LAI because it liked neither its products nor its president. The district court also granted LAI summary judgment

on Raptor's counterclaims, finding no breach of the obligation to promote Raptor products during the life of an exclusive reselling agreement, no continuing duty to promote after that agreement lapsed, and no evidence that LAI's actions harmed Raptor's reputation with potential customers.

Our review of the record, written and oral submissions of the parties, and the appropriate legal standards persuades us of the correctness of the district court's grant of summary judgment to Raptor. We therefore affirm that judgment on the reasoning set forth in the district court's memorandum opinion, Lightburn & Associates, Inc. v. Raptor Systems, Inc., Civil No. WMN-95-576 (D. Md. December 9, 1996). At oral argument, Raptor abandoned its counterclaims if it prevailed on LAI's suit against it.

AFFIRMED